

County of Sullivan, NH

Type of meeting: Board of Commissioners, Regular Business Meeting Minutes
Date/Time: Tuesday, November 15, 2011 – 3:00 PM
Place: Unity, NH - Sullivan County Health Care Facility, 1st Floor Frank Smith Living Room, Claremont NH 03743

Attendees: Commissioners Bennie Nelson – *Chair*, Jeffrey Barrette – *Vice Chair*, and John M. Callum Jr. – *Clerk*; Greg Chanis – *County Administrator*; Timothy Fleury – Merrimack County Forester/Co-Interim Sullivan County Forester; Sarah Smith – UNH Cooperative Extension Professor/Educator – Forest Industry Specialist; Tom Wilson PE of Wilson Engineering Services, John Cressy – *Facilities & Operations Director*; Ross. L. Cunningham – *Department of Corrections Superintendent*; Ted Purdy – *Sullivan County Health Care Administrator*; County High Sheriff Michael Prozzo; Liz Hennig – Communities United Regional Network Coordinator; Sharon Callum – Administrative Assistant

Public Attendees: Paul LaCasse Sr. and Charlene Marcotte Lovett – District 4 State-County Delegates.

3:00PM The Chair, Bennie Nelson, opened the meeting and led all in the Pledge of Allegiance.

Agenda Item No. 1. Biomass Heating Project – Preliminary Feasibility Report
Mr. Chanis noted the County used grant funding to pay for a biomass feasibility study, which the former UNH Cooperative Extension Forester arranged to be reviewed by the USDA, at no charge; Tom Wilson of Wilson Engineering Services, provided the review and was at today's meeting to discuss the results. Copies of the "Preliminary Feasibility Report-Sullivan County Nursing Home & Department of Corrections Complex Biomass Heating Project" document dated November 14th, 2011, were distributed [full report can be viewed on the County website: www.sullivancountynh.gov on the Commissioners, Current Project page].

Mr. Wilson noted:

- he received a copy of the County's previous report, with a request to review and provide suggestions and technical assistance to move forward, if feasible,
- They have many projects completed and being built in the area,
- His employer is WERC – USDA Wood Education and Resource Center USFS, in the New England area they have a five (5) year strategic plan to create markets for underutilized wood growth,
- Why do a biomass heating project here? Sustainability, renewable, monies stay in the state, can save energy, savings can finance needed infrastructure improvement elsewhere, the heating equipment at the County is in good repair,

- Historically the County spent \$316,016 per year on heating cost, which will increase by 25% next year – a good reason to do this type of project,
- Goals of CHP system: 1) Electrically led vs. thermally led systems, would like to do the latter; can do this project for more efficiency,
- Biomass System Options provided, and discussed:
 - Option 1 – Steam Only
 - Option 2 – Biomass building and nursing home, with steam to DOC building
 - Option 3 – Combined Heat & Power (CHP) in nursing home, steam to DOC
- Aerial photo illustrated of how pipes would be run throughout complex
- Low cost energy opportunities discussed
- Next steps to move forward:
 - visit existing facilities,
 - secure financing,
 - have them help with RFP's for design build or design bid build - WERC can also provide technical assistant, identify funding opportunities, develop RFPS, equipment specifications and scope of work, and review proposals.

Mr. Wilson confirmed this type of system has a 30 year life span, and that 2,000 tons per year is needed.

Ms. Smith noted NH has a tremendous CHP producing industry; that wood chips are only a small piece of what the County produces from a timber harvest – chips are a low value product, while the lumber is where the revenue is; there is a tremendous supply of boutique chip producers - those who will cut locally and provide a product based on the user's need; there are seven large power plants in NH; each truck load carries 25-30 tons of wood chips. Mr. Fleury confirmed there are a lot of suppliers of chips in the area – whole tree chips is what the County would be looking for. Both Fleury and Smith noted several schools in the area that are using the biomass CHP system: Proctor Academy and Kimball Union Academy, as well as larger green houses in Pembroke.

Tim Wilson recommends using a built in sorting system; he noted, for every 100,000 tons of wood chips used, you are providing 1 job; based on other projects he's been viewing, the County's project is in the top 25% he would recommend implementing.

Rep. LaCasse questioned what their opinion was of the "Northern Pass" project, and how it would affect this type of project? Ms. Smith noted this is the hydro power project from Quebec going through New Hampshire, and she heard some say it will put the energy companies at risk, but has no opinion herself. Mr. Wilson feels the project would have a marginal affect.

Commissioner Barrette questioned the cost of a chipping operation. Ms. Smith noted, the County's value is in their saw logs. There were several in the group that noted the cost ran from ½ million, to 2 million for a commercial size. Ms. Smith noted the facilities that provide chips, not only do so for biomass projects, but also for the paper and pulp industries; in Vermont, since many schools use chips to heat, the saw mills that went out of business installed chipping systems - even if there is a decline in power plants, smaller scale companies will pop up with this product.

Rep. LaCasse questioned what becomes of the ash? Others asked how much ash would be produced. Mr. Wilson suggested they place it back in the soil using a good lime spreader; they just began a project that produces 320 pounds of ash using dirty chips - slabs from saw mills that are run through a grinder; he discussed moisture content in the chips and how that affects efficiency and ash quantity.

Mr. Chanis requested a comparison of pollutants. Mr. Wilson noted the County would be required to perform a one-time energy efficiency study based on the oil burner; over oil, as far in emissions, the biomass would be:

- higher in particulate matter (soot) – the system would be able to capture 10%
- lower in sulfur dioxide emissions
- extremely clean and efficient, less tons per years based on current configurations; more efficient by 5% to use dry chips

Oil is higher in nitrous oxide and CO2's. Wilson noted there are various options to clean/rake out the ash by-product.

The group briefly discussed cost. Mr. Wilson indicated the US Forest Service has funding opportunities that range from \$50,000 to \$75,000. Mr. Wilson confirmed implementing this type of system would create about .6 - 1 FTE jobs.

Mr. Cressy noted one other side benefit to this type of system is that it would help the longevity of the current systems. Mr. Wilson recommends the County take the current boiler and put in a biomass building - the County would have the Cleaver Brooks system to adequately handle peaks and stand by phases.

Comm. Barrette noted he feels the project would save the County money, lessening the tax burden, and would place money into the local economy.

Agenda Item No. 2.

Sullivan County Health Care Administrator's Report, Ted Purdy

Agenda Item No. 2. Census

Mr. Purdy reviewed the following reports [Appendix A.1-6]

- Medicare, Private, Medicaid, HCBC, Managed Care, and Medicare B Revenue:
Medicare census average over 9 to provide positive variance; Private census

problematic due to people converting to Medicaid; Medicaid rate higher than budget, so positive variance; Medicare Part B revenue down, so have negative variance.

- Revenue review thru 10/31/2011: had input issues due to Medicare, but numbers shown are pretty accurate – even though report shows draft. Mr. Chanis added, as it pertained to the Medicaid Assessment, net loss – as the State was unsure of the bed tax, we received a decrease, which reflects in negative variance, however, some will be made up on the Human Services side, as an additional credit will be included that affects the CAP.
- Sullivan County Nursing Home Quarterly Resident Census: average census is 137; average skilled census is 12.
- October 2011 Admissions/Discharge Summary: 10 admissions and 11 discharges.
- July 2011 thru October 2011 Admission/Discharge Summary: 30 admissions and 31 discharges.
- Interim Aged Analysis for the Month of October 2011

Agenda Item No. 2.b. Staffing

Mr. Purdy indicated they hired Steve Whitney for the Community Development Coordinator position; he is experienced in medical sales and marketing, and begins in two weeks.

Agenda Item No. 3. Department of Corrections, Superintendent's Report

Agenda Item No. 3.a. Primonics TeleCorrections Services – Modified Contract: Review and Ratification of

The Board reviewed the:

- 11/11/11 11:20 e-mail [Appendix B] from Ms. Keefe regarding the renewal of the Primonics video visitation contract, referring to the removal of a \$900 charge for recording monitoring not in the agreement – documents acknowledge we will not assume additional charge,
- Primonics TeleCorrections Services Modifications document #1015 [Appendix C.1-2], and
- Primonics Hosting Agreement document #1016 [Appendix D.1-12]

4:15 Motion: to approve renewal of contract with Primonics and authorize the County Administrator to execute the contract. Made by: Callum Jr. Seconded by: Barrette. Voice vote: all in favor.

Agenda Item No. 3.b. Population Census

Superintendent Cunningham reviewed the November 15th, 2011 Daily Report [Appendix E] from Corporal Lockhart.

Agenda Item No. 3.c.

Staffing

Supt. Cunningham noted they posted internally and externally for a Sergeant position, which they are viewing the top two applications for this week; they have one (1) Correctional Officer vacancy; and, they have one Per Diem position being vacated soon, - they've hired another to replace that person.

Non Agenda Item

DOC Contracts

Supt. Cunningham will be pursuing a new contract for the inmate phone system, and began interviewing companies - they currently have GTL. They have Spillman Technologies software completely on line, and will receive an upgrade in December. They will also be looking for a contractor to provide the kiosk system.

Agenda Item No. 3.d.

Upcoming Events *Telling Stories for Social Change*, Fri. Nov. 18th 6 PM and Sat. Nov. 19th @ 1 PM.

The Board viewed the memo from Pati Hernandez [Appendix F.1-2]. Supt. Cunningham briefed the Board on the program, which was run last year for the female population – a collaboration with the Dartmouth College students, and explained, this year it will not involve a documentary with 20 students engaged in the program, but would be offered as a shorter version for the male population; they've set two upcoming performances, which will be held at the Ahern Building in Unity.

Non Agenda Item

Kudos to Community Corrections Program

Commissioner Nelson indicated 'kudos' were cited for the Community Corrections Center programming, during today's county judicial system retreat, where the Communities United Regional Network Coordinator, DOC Superintendent and Kevin Warwick provided a presentation; the event was attended by State and County government, as well as local law enforcement officials, and treatment services.

Agenda Item No. 4.

County Administrator's Report, *Greg Chanis*

Agenda Item No. 4.a.

CDBG Capacity Grant: Code of Ethics & Financial Management Plan Review & Ratification

Mr. Chanis reviewed the e-mail from Donna Lane dated 11/05/2011 4:43 PM [Appendix G], and the following documents: 1) Sullivan County Code of Ethics for CDBG Administration [Appendix H] and 2) the Sullivan County Financial Management Plan [Appendix I.1-2.].

4:26 Motion: to approve the documents and approve the Commissioners signing them. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.

Agenda Item No. 4.b.

State Video Conference RFP Update: MOU Approval

Mr. Chanis reviewed the 11/2/2011 response letter from the Chief Justice [Appendix J.1-2], who confirmed the Boards' assumptions broached in their letter: 1) the County would be responsible for the maintenance of equipment and software that is located in the jail, only, and 2) all courts in the County will have the equipment installed. He noted, based on that response, as well as a brief discussion with Sheriff Prozzo and DOC Supt. Cunningham, who are both comfortable with the MOU.

- 4:29 Motion: to approve the MOU [Appendix] with New Hampshire Administrative Office of the Courts and Sullivan County regarding maintenance of video conf equipment. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**

Ms. Chanis noted Dan Morin from the State called to request the MOU status, and he'll provide his contact information to the DOC Superintendent.

Agenda Item No. 4.c.

Regional Network Commission on Wellness List: Review & Ratification of

Mr. Chanis reminded the Board of the \$40,000 New Hampshire Charitable Foundation grant Ms. Hennig received approval for –funding is to assist with designing a plan to engage members in a coordinated effort to improve community health; at the last meeting the Board requested Hennig to compile a list of possible members, and to return for their approval. Ms. Hennig distributed copies of the Commission on Wellness Membership Proposal Overview [Appendix J.1-2] and a two page draft list 40 tentative members. She has contracted Chris Hultquist to lead the project and they will be working with Antioch - the tentative member list is compiled with the intent for each person to focus on specific areas within the community. If the Board approves the list, an invitation letter would be composed, signed and delivered to each individual, addressed from the Board members. The Board, informally, approved of the list. Ms. Hennig requested one of the Board members be the 'lighthouse / overseer' of the project – no formal decision was made, but Comm. Barrette may be able to commit to this role.

4:35 LaCasse Sr., Marcott, Prozzo, Purdy, Cressy, Cunningham, and Hennig left the room, and Hennig returned.

Non Agenda Item

Employee Gift Cards and Holiday Flyer from Board

Mr. Chanis noted Human Resource Assistant, Sam Fletcher, attained quotes from several stores for holiday gift cards; Hannaford's and Wal*Mart quotes were comparable, but she recommends Wal*Mart as it offers more of a variety and more employees seem to utilize those cards. Nelson and Barrette expressed views that they would lean towards Hannaford's as they feel it's more of a 'local' company, but noted they would go with HR suggestion. They requested a holiday flyer be included, and would like to sign each personally.

Agenda Item No. 5. Commissioners' Report

Agenda Item No. 5.a. Old Business
No reports.

Agenda Item No. 5.b.i. New Business: Sullivan County Judicial & Enforcement Strategy Conference Update

Comm. Nelson requested Ms. Hennig to provide an update. Ms. Hennig noted 50 attended the conference from the judicial, government, and treatment community; there was a good representation from state, county and local government; they heard from Judge Yazinski, Sunapee Police Chief David Cahill and Claremont Police Chief Alex Scott – the latter two spoke well about the enforcement collaborations in place; Hennig will have findings and next steps published. Comm. Nelson noted overall consensus was that people appreciated the opportunity to meet and discuss the issues. Mr. Chanis noted he heard comments that people were impressed, even with such a small county, that there were good collaborations in place, and how easy it is to get people to help. Comm. Nelson congratulated Ms. Hennig for the great agenda, coordinating the event, and the diverse group of people invited.

Agenda Item No. 5.b.ii. New Business: Sullivan County Criminal Justice Judicial & Enforcement Strategy Conference Update

Commissioner Nelson noted the Sullivan County Criminal Justice Committee will be meeting the second week in January to review the findings from the conference.

Agenda Item No. 6. Public Participation
There was no public participation.

Agenda Item No. 9. Probable Executive Session Per RSA 91-A:3.II.c.,d. & i. – Discussion Regarding County Building Lease

4:40 **Motion: to go into Executive Session per RSA 91-A:3.II.c.,d. & i to discuss an emergency center. Made by: Barrette. Seconded by: Callum Jr. Roll call vote: all in favor. Those in Executive Session included: the three Commissioners, Greg Chanis, Sheriff Prozzo, and Ms. Callum.**

4:40 *Mr. Cressy, Mr. Cunningham, and Ms. Hennig left the room.*

4:56 **Motion: to come out of Executive Session. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**

4:56 *The Sheriff left the room.*

Agenda Item No. 8. Probable Executive Session Per RSA 91-A:3.II.d. – Discussion Regarding County Building Lease

- 4:57 Motion: to go into exec session per RSA 91-A:3.II.d. to discuss a possible County building lease. Made by: Barrette. Seconded by: Callum Jr. Roll call: all in favor. Those in executive session included: Commissioners, Greg Chanis, Ted Purdy, John Cressy and Ms. Callum.**
- 5:06 Motion: to come out of Executive Session. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**
- 5:06 Motion: to authorize the County Administrator to enter into the Construction Management contract with United Construction, related to the Sanders Building, as outlined in our binders. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**

Agenda Item No. 7. Meeting Minutes Review

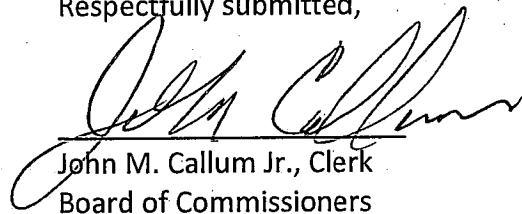
Agenda Item No. 7.a. Nov. 1st, 2011 Public Meeting Minutes

- 5:08 Motion: to approve the Nov. 1st. public meeting minutes as written. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**

Agenda Item No. 7.b. Nov. 1st, 2011 Executive Session Meeting Minutes

- 5:09 Motion: to approve as written, and release, the Nov 1st Executive Session minutes. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**
- 5:10 Motion: Adjourn meeting. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.**

Respectfully submitted,


John M. Callum Jr., Clerk
Board of Commissioners

Date minutes approved: December 6, 2011



Tuesday November 15th, 2011, 3 PM

Sullivan County NH, Board of Commissioners
Regular Business Meeting
2nd Revision - AGENDA

Meeting Location: Unity County Complex – Sullivan County Health Care

Frank Smith Living Room, 1st Floor

MapQuest/Google Address: 5 Nursing Home Drive, Claremont, NH 03743

- | | | |
|-------------------|----|---|
| 3:00 PM – 3:45 PM | 1. | BIO Mass Feasibility Study Presentation |
| 3:45 PM – 4:05 PM | 2. | Sullivan County Health Care Administrator's Report, <i>Ted Purdy</i> a. Census b. Staffing |
| 4:05 PM – 4:25 PM | 3. | Department Of Corrections Superintendent Report, <i>Ross L. Cunningham</i> a. Primonics TeleCorrections Services - Modified Contract: Review and Ratification of b. Population Census c. Staffing d. Upcoming Events: <i>Telling Stories for Social Change</i> , Fri. Nov 18 th 6 PM & Sat. Nov. 19 th 1 PM |
| 4:25 PM – 4:45 PM | 4. | County Administrator's Report, <i>Greg Chanis</i> a. CDBG Capacity Grant: Code of Ethics & Financial Management Plan Review & Ratification b. State Video Conference RFP Update: MOU Approval c. Regional Network Commission on Wellness List: Review & Ratification of |
| 4:45 PM – 5:00 PM | 5. | Commissioners' Report a. Old Business b. New Business i. Sullivan County Judicial & Enforcement Strategy Conference Update |
| 5:00 PM – 5:15 PM | 6. | Public Participation |

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|-------------------|-----|---|
| 5:15 PM – 5:20 PM | 7. | Meeting Minutes Review a. Nov 1, 2011 Public Meeting Minutes b. Nov 1, 2011 Executive Session Minutes |
| 5:20 PM – 5:40 PM | 8. | Probable Executive Session Per RSA 91-A A:3.II.d. – Discussion Regarding County Building Lease |
| 5:40 PM – 5:55 PM | 9. | Probable Executive Session Per RSA 91-A A:3.II.c.,d. & i. – Discussion Related to Possible Emergency Operation Center, Discussions continued from 10/18/11 meeting |
| 5:55 PM | 10. | Adjourn meeting |

Upcoming Events / Meetings:

- **Nov 24th Thu. & 25th Fri. Newport County State Complex Closed – Thanksgiving Day Holiday**
- **Dec 1st Tue. Sullivan County Board of Commissioners Meeting**
 - **Time: 3 PM**
 - **Place:** Newport, 14 Main Street – 1st Floor Commissioners Conf. Rm.
- **Dec 23rd Fri. & Mon. Dec. 26 Newport County State Complex Closed**

Appendix A.2

Revenue Review thru 10/31/2011

DRAFT

| | Annual Budget | 123 Days YTD Budget | YTD | Variance |
|------------------------------|---------------|------------------------|-----------|-----------|
| Medicaid | 5,947,116 | 2,004,097 | 2,227,539 | 223,442 |
| Private | 1,788,500 | 602,700 | 229,789 | (372,911) |
| Insurance | 20,000 | 6,740 | 8,458 | 1,718 |
| Respite (HCBC) | 5,000 | 1,685 | 1,924 | 239 |
| Medicaid Assessment | 1,876,647 | 469,162 | 381,951 | (87,211) |
| Medicare Part B (Total) | 506,410 | 170,653 | 174,549 | 3,896 |
| Medicare Part A | 1,642,500 | 553,500 | 257,323 | (296,177) |
| Proshare | 598,052 | | | - |
| Net Variance from Operations | | | | (527,004) |
| Misc Income | 15,000 | 5,055 | 13,531 | 8,476 |
| Laundry | 85,000 | 28,644 | 23,132 | (5,512) |
| Cafeteria | 15,000 | 5,055 | 5,764 | 710 |
| Meals | 339,164 | 114,294 | 113,055 | (1,239) |
| Prior Year ARRA adj | | | (394) | (394) |
| Total Revenue | 12,838,389 | 3,961,583 | 3,436,620 | (524,963) |

Paid quarterly (1st qtr paid)

Paid at end of FY

Sullivan County Nursing Home
Quarterly Resident Census

Appendix A.3

Resident Census - FY 12

| Resident Census - FY 12 | | | | | | | | | | | | | | | |
|-------------------------|------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------|---------|------------|---------|
| | TOTAL DAYS | MEDICAID | | PRIVATE | | SKILLED | | HCBC | | MANAGED | | LEAVE | | TOTAL DAYS | |
| | AVAILABLE | DAYS | | DAYS | | DAYS | | RESPITE | | CARE | | DAYS | | FILLED | |
| Jul-11 | 4836 | 3559 | 84.88% | 513 | 12.23% | 112 | 2.67% | 7 | 0.17% | 0 | 0.00% | 2 | 0.05% | 4193 | 86.70% |
| Aug-11 | 4836 | 3595 | 86.46% | 525 | 12.63% | 30 | 0.72% | 5 | 0.12% | 0 | 0.00% | 3 | 0.07% | 4158 | 85.98% |
| Sep-11 | 4680 | 3462 | 87.12% | 419 | 10.54% | 89 | 2.24% | 0 | 0.00% | 0 | 0.00% | 4 | 0.10% | 3974 | 84.91% |
| 1ST QUARTER | 14,352 | 10,616 | 86.13% | 1,457 | 11.82% | 231 | 1.87% | 12 | 0.10% | 0 | 0.00% | 9 | 0.07% | 12,325 | 85.88% |
| Oct-11 | 4836 | 3509 | 82.76% | 435 | 10.26% | 294 | 6.93% | 0 | 0.00% | 0 | 0.00% | 2 | 0.05% | 4240 | 87.68% |
| Nov-11 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| Dec-11 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| 2ND QUARTER | 4,836 | 3,509 | 82.76% | 435 | 10.26% | 294 | 6.93% | 0 | 0.00% | 0 | 0.00% | 2 | 0.05% | 4,240 | 87.68% |
| Jan-12 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| Feb-12 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| Mar-12 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| 3RD QUARTER | 0 | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| Apr-12 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| May-12 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| Jun-12 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| 4TH QUARTER | 0 | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! | 0 | #DIV/0! |
| FY '12 TOTAL | 19,188 | 14,125 | 85.27% | 1,892 | 11.42% | 525 | 3.17% | 12 | 0.07% | 0 | 0.00% | 11 | 0.07% | 16,565 | 86.33% |
| YTD AVG. | | 114.8 | | 15.4 | | 4.3 | | 0.1 | | 0.0 | | 0.1 | | 134.7 | |

Avg
Census

134.0

136.8

Resident Census - FY 11

| Resident Census - FY 11 | | | | | | | | | | | | | | | |
|-------------------------|------------|----------|--------|---------|--------|---------|-------|---------|-------|---------|-------|-------|-------|------------|--------|
| | TOTAL DAYS | MEDICAID | | PRIVATE | | SKILLED | | HCBC | | MANAGED | | LEAVE | | TOTAL DAYS | |
| | AVAILABLE | DAYS | | DAYS | | DAYS | | RESPITE | | CARE | | DAYS | | FILLED | |
| | | | | | | | | | | | | | | | |
| Jul-10 | 4836 | 3457 | 79.69% | 588 | 13.55% | 280 | 6.45% | 11 | 0.25% | 0 | 0.00% | 2 | 0.05% | 4338 | 89.70% |
| Aug-10 | 4836 | 3500 | 79.20% | 570 | 12.90% | 349 | 7.90% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 4419 | 91.38% |
| Sep-10 | 4680 | 3489 | 81.84% | 587 | 13.77% | 182 | 4.27% | 0 | 0.00% | 2 | 0.05% | 3 | 0.07% | 4263 | 91.09% |
| 1ST QUARTER | 14,352 | 10,446 | 80.23% | 1,745 | 13.40% | 811 | 6.23% | 11 | 0.08% | 2 | 0.02% | 5 | 0.04% | 13,020 | 90.72% |
| Oct-10 | 4836 | 3577 | 80.96% | 660 | 14.94% | 178 | 4.03% | 0 | 0.00% | 0 | 0.00% | 3 | 0.07% | 4418 | 91.36% |
| Nov-10 | 4680 | 3508 | 82.15% | 574 | 13.44% | 186 | 4.36% | 0 | 0.00% | 0 | 0.00% | 2 | 0.05% | 4270 | 91.24% |
| Dec-10 | 4836 | 3607 | 82.09% | 596 | 13.56% | 188 | 4.28% | 0 | 0.00% | 0 | 0.00% | 3 | 0.07% | 4394 | 90.86% |
| 2ND QUARTER | 14,352 | 10,692 | 81.73% | 1,830 | 13.98% | 552 | 4.22% | 0 | 0.00% | 0 | 0.00% | 8 | 0.06% | 13,082 | 91.15% |
| Jan-11 | 4836 | 3700 | 82.41% | 576 | 12.83% | 213 | 4.74% | 0 | 0.00% | 0 | 0.00% | 1 | 0.02% | 4490 | 92.85% |
| Feb-11 | 4368 | 3201 | 80.41% | 536 | 13.46% | 243 | 6.10% | 0 | 0.00% | 0 | 0.00% | 1 | 0.03% | 3981 | 91.14% |
| Mar-11 | 4836 | 3356 | 80.48% | 640 | 15.35% | 171 | 4.10% | 0 | 0.00% | 0 | 0.00% | 3 | 0.07% | 4170 | 86.23% |
| 3RD QUARTER | 14,040 | 10,257 | 81.14% | 1,752 | 13.86% | 627 | 4.96% | 0 | 0.00% | 0 | 0.00% | 5 | 0.04% | 12,641 | 90.04% |
| Apr-11 | 4680 | 3183 | 77.41% | 656 | 15.95% | 261 | 6.35% | 9 | 0.22% | 0 | 0.00% | 3 | 0.07% | 4112 | 87.86% |
| May-11 | 4836 | 3227 | 75.31% | 756 | 17.64% | 291 | 6.79% | 9 | 0.21% | 0 | 0.00% | 2 | 0.05% | 4285 | 88.61% |
| Jun-11 | 4680 | 3099 | 74.42% | 832 | 19.98% | 233 | 5.60% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 4164 | 88.97% |
| 4TH QUARTER | 14,196 | 9,509 | 75.70% | 2,244 | 17.86% | 785 | 6.24% | 18 | 0.14% | 0 | 0.00% | 5 | 0.04% | 12,561 | 88.48% |
| FY '11 TOTAL | 56,940 | 40,904 | 79.73% | 7,571 | 14.76% | 2,775 | 5.41% | 29 | 0.06% | 2 | 0.00% | 23 | 0.04% | 51,304 | 90.10% |
| YTD AVG. | | 112.1 | | 20.7 | | 7.6 | | 0.1 | | 0.0 | | 0.1 | | 140.6 | |

Avg
Census

141.5

142.2

140.5

138.0

| | | | | | | | | |
|-----------------------------|--|------------------------|--|--------------|--|-------------------|--|-------------------|
| Oct 2011 | | | | | | | | |
| FY12 | | | | | | | | |
| Admission/Discharge Summary | | | | | | | | |
| | | | | | | <u>Admissions</u> | | <u>Discharges</u> |
| HCB | | Home | | | | 0 | | 0 |
| | | | | | | 0 | | 0 |
| MCD | | Assisted Living | | | | | | 1 |
| | | Expired | | | | | | 2 |
| | | Home | | | | | | |
| | | Hospital | | | | | | 4 |
| | | Nursing Home | | | | | | |
| | | | | MCD Subtotal | | 0 | | 7 |
| MRA | | Assisted Living | | | | | | |
| | | Expired | | | | | | 1 |
| | | Home | | | | | | 1 |
| | | Hospital | | | | 9 | | |
| | | Nursing Home | | | | | | |
| | | | | MRA Subtotal | | 9 | | 2 |
| PVT | | Assisted Living | | | | | | |
| | | Expired | | | | | | 1 |
| | | Home | | | | 1 | | |
| | | Hospital | | | | | | 1 |
| | | Nursing Home | | | | | | |
| | | Private home/apartment | | | | | | |
| | | | | | | 1 | | 2 |
| | | | | PVT Subtotal | | | | |
| TOTAL | | | | | | 10 | | 11 |

| | | | | | | | |
|------------------------------------|--|------------------------|--|--------------|-------------------|--|-------------------|
| July 2011 thru October 2011 | | | | | | | |
| YTD FY12 | | | | | | | |
| Admission/Discharge Summary | | | | | | | |
| | | | | | Admissions | | Discharges |
| HCB | | Home | | | 2 | | 2 |
| | | | | | 2 | | 2 |
| MCD | | Assisted Living | | | 1 | | 1 |
| | | Expired | | | | | 4 |
| | | Home | | | 1 | | |
| | | Hospital | | | 3 | | 13 |
| | | Nursing Home | | | | | 1 |
| | | | | MCD Subtotal | 5 | | 19 |
| MRA | | Assisted Living | | | | | |
| | | Expired | | | | | 2 |
| | | Home | | | | | 2 |
| | | Hospital | | | 19 | | |
| | | Nursing Home | | | 2 | | |
| | | | | MRA Subtotal | 21 | | 4 |
| PVT | | Assisted Living | | | | | |
| | | Expired | | | | | 4 |
| | | Home | | | 2 | | |
| | | Hospital | | | | | 2 |
| | | Nursing Home | | | | | |
| | | Private home/apartment | | | | | |
| | | | | | 2 | | 6 |
| | | | | PVT Subtotal | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | | | 30 | | 31 |

Interim Aged Analysis
 Sullivan County Health Care (SC)
 For the Month of October, 2011

Appendix A.6

Page 46 of 46
 11/1/2011 4:48PM
 AR6200B

| Resident (Res #)(Discharge Date) Type Balance | Oct | Sep | Aug | Jul | Jun | May | Apr | Mar | Feb | Jan | Dec | Nov | Oct | Balance |
|--|------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------------|
| Interim Aged Analysis Summary | | | | | | | | | | | | | | |
| HCB | | | 801.60 | 1,122.24 | | 1,442.88 | 1,442.88 | | | | | | 2,946.88- | 1,862.72 |
| INS | 15,027.65 | 7,530.31 | 4,026.71 | 1,154.92 | 5,235.03 | 6,867.18 | 5,397.87 | 5,506.56 | 3,915.12 | 715.48- | 801.37 | 400.89 | 60,016.63 | 115,164.76 |
| MCD | 423,339.97 | 27,376.21 | 38,397.01 | 16,864.64 | 15,768.80 | 24,187.96 | 9,168.09 | 5,458.47 | 2,793.23 | 4,805.17 | 3,172.48- | 3,077.42- | 37,074.74 | 598,984.39 |
| MRA | 124,983.79 | 4,051.71 | 0.12 | 8,346.80 | 0.20 | 0.57 | 0.32 | 0.22 | 0.08- | 0.12 | 0.13- | 0.17 | 7,051.35- | 130,332.46 |
| MRB | 20,644.93 | 1,262.98 | 180.08 | 64.73 | 227.86 | 870.36 | 946.27 | 1,320.81 | 1,077.49 | 1,727.32 | 605.13 | 51.26 | 49,968.81 | 78,948.03 |
| MXA | 8,316.50 | 2,405.50 | | 3,031.50 | 7,915.20 | 15,572.20 | 9,770.70 | 296.73 | 1,500.00 | | 3,025.00 | 3,712.50 | 37,201.80 | 92,747.63 |
| MXB | 1,967.11 | 4,568.52 | 1,379.80 | 1,142.93 | 657.21 | 525.05 | 531.60 | 142.12- | 1,095.03 | 574.09 | 236.64 | 654.60- | 16,181.30 | 28,062.56 |
| PVT | 17,887.50 | 17,895.00 | 23,165.00 | 15,343.13 | 18,786.37 | 17,774.09 | 17,452.15 | 12,816.91 | 12,111.96 | 11,967.77 | 8,428.28 | 7,678.07 | 167,656.85 | 348,963.08 |
| RES | 505.04- | 3,331.67- | 259.86 | 655.41 | 1,958.76 | 997.12 | 3,092.29 | 3,727.58 | 3,779.45 | 5,024.67 | 2,241.38 | 1,074.19 | 7,693.50- | 11,280.50 |
| PHC | | | | | | | | | | | | | 375.00- | 375.00- |
| HST | | | | | | | | | | | | | 100.00 | 100.00 |
| | 611,662.41 | 61,758.56 | 68,210.18 | 47,726.30 | 50,549.43 | 68,237.41 | 47,802.17 | 28,985.16 | 26,272.20 | 23,383.66 | 12,165.19 | 9,185.06 | 350,133.40 | 1,406,071.13 |
| | 44% | 4% | 5% | 3% | 4% | 5% | 3% | 2% | 2% | 2% | 1% | 1% | 25% | 100% |

Sharon Callum

From: Lori Keefe <lorik@sullivancountynh.gov>
Sent: Friday, November 11, 2011 11:20 AM
To: 'Sharon Callum'
Subject: FW: Amended TeleCorrections Contract Documents
Attachments: sullivan-modifications-1015a.pdf; sullivan-hosting-agreement-1016a.pdf

Ross would like this contract renewal added to the commissioners meeting for Tuesday. It is the renewal for the Primonics (video visitation) contract. The modification document refers to Primonics removing a charge of \$900 for recording monitoring that we were not in agreement with. This is to acknowledge that we will not be assuming this additional charge.

Lori

Lori J. Keefe
Admin. Asst.
103 County Farm Rd
Claremont, NH 03743
603 542-8717 ext 436

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Tim Moquin [<mailto:tmoquin@sullivancountynh.gov>]
Sent: Thursday, November 10, 2011 12:03 PM
To: 'Lori Keefe'
Cc: 'Ross Cunningham'
Subject: FW: Amended TeleCorrections Contract Documents

From: Katharine Davies [<mailto:katharine.davies@primonics.com>]
Sent: Thursday, November 10, 2011 10:40 AM
To: tmoquin@sullivancountynh.gov
Subject: Amended TeleCorrections Contract Documents

Mr Moquin,

Please find attached modified contract documents as per your request to Dave Hinse to remove the hosted recordings from the contract. If there is any edit required to the document(s), please let me know and I will take care of it.

Regards,

Katharine Davies
Primonics

514.694.4866 x289
888.201.0210
www.primonics.com

Sullivan County

TeleCorrections Services Modifications

#1015

PRIMONICS

500 Morgan, suite 100, Baie d'Urfe, Quebec, Canada, H9X 3V1
Tél: (514) 694-4866 Fax: (514) 694-4280

September 1, 2011

Sullivan County Department of Corrections
103 County Farm Road
Claremont, NH
03743

Reference: Modifications to agreement dated May 1, 2010

Mr. Moquin:

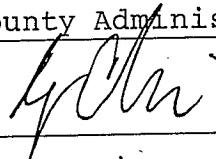
Enclosed, please find below the modifications to your agreement dated May 1, 2010.

Modifications

The following modifications to the agreement will be executed with this document:

- tvcapp-1 from the Sales invoice no longer applies, Primonics will be hosting the application on our servers.
- tvcrec-1 from the Sales invoice no longer applies.
- tvcl5-3-m12 from the Sales invoice is not being paid for, the terminals are no longer under warranty or any kind of hardware maintenance.
- tvcapp-1-m12 from the Sales invoice no longer applies.
- tvcrec-1-m12 from the Sales invoice no longer applies.
- tvcllc-s12 from the Sales invoice will be transferred to Hosting Agreement #1016.

The parties have agreed and executed this document.

| | |
|---|----------------------------------|
| | For Primonics (2006) Inc. |
| Printed name: Greg Chanis | Printed name: |
| Title: County Administrator | Title: |
| Signature:  | Signature: |
| Dated: 11/15/11 | Dated: |

Sullivan County Department of Corrections

Hosting Agreement

#1016

Confidentiality

Recipients of this document shall not disclose to anyone, other than those of their employees and officers, directly connected with evaluating this document, any information concerning this document. No news release, public announcement, or any other reference to this document or any phase of any program hereunder shall be made without the prior written consent of Primonics (2006) Inc.

Proprietary Data

The information, technical data and designs disclosed herein are the exclusive property of Primonics (2006) Inc. and are not to be used or disclosed without the written consent of Primonics (2006) Inc. The recipient of this document, by its retention and use agrees to hold in confidence the information contained herein. The foregoing shall not apply to person having proprietary rights to such information, technical data of such designs to the extent that such rights exists.

MEMORANDUM OF AGREEMENT made and entered into on September 1, 2011.

BETWEEN:

Primonics (2006) Inc.

a corporation duly incorporated under the laws of Canada, having its head office at 500 Morgan Blvd., Suite 100, Baie d'Urfe, Québec H9X 3V1, (hereafter referred to as the "**Service Provider**");

AND:

Sullivan County Department of Corrections.

having its head office at 103 County Farm Road, Claremont, New Hampshire 03743, (hereafter referred to as the "**Engaging Party**");

1. SERVICES TO BE PROVIDED BY SERVICE PROVIDER

1.1 TeleCorrections hosting services

Throughout the term of this Agreement, subject to the terms and conditions set out herein, the Service Provider shall provide the following services to the Engaging Party with respect to the TeleCorrections® application software currently being used by the Engaging Party under license from the Service Provider (the "**Software**");

- High performance and redundant servers to host the Software
- Redundant network access and bandwidth to access Service Provider's servers
- Database management
 - performance tuning
 - security
 - backup
- TeleCorrections® applications management: (Release 0.7 and later revisions only)
 - Performance tuning
 - Code error fixes
 - Patches
 - Day to Day Operations: System monitoring, backup etc.

1.2 Help Desk

- (a) Help Desk: Throughout the term of this Agreement, the Service Provider shall maintain, for the benefit of the Engaging Party, a full service help desk for the Engaging Party's support users (the "**Help Desk**").
- (b) SLA: The parties agree that the Help Desk shall respond to any requests for help within the initial response time, based on the level of the request, set out in the following chart:

PRIMONICS

500 Morgan, suite 100, Baie d'Urfe, Quebec, Canada, H9X 3V1
Tél: (514) 694-4866 Fax: (514) 694-4280

| Level | Initial response time* (IRT) |
|--------|---------------------------------|
| High | 4 hours |
| Medium | 8 hours |
| Low | 12 hours |

*Initial response time is the initial time allocated to pickup the request for help.

(c) Hours: Throughout the term of the Agreement, the Help Desk hours shall be: 9 a.m. to 5 p.m. EST Monday to Friday, excluding US, Canadian and Quebec statutory holidays (the "Operating Hours").

1.3 Site Conditions

- (a) Site security: Throughout the term of this Agreement, provided that the Equipment is maintained at the Service Provider's data center, all of the Equipment shall be located in a restricted-access secure environment.
- (b) Network Security: Throughout the term of this Agreement, provided that the servers are maintained at the Service Provider's data center, network security for the servers shall be maintained by the Service Provider.
- (e) Monitoring: Throughout the term of this Agreement, provided that the Equipment is maintained at the Service Provider's data center, all of the Equipment shall be monitored (by the Service Provider) for services availability, hardware failure and network bandwidth utilization.

2. Changes to Procedures

The site security, network security and monitoring contemplated above are based on the Service Provider's current policies and procedures. These policies and procedures may change over time to reflect emerging technologies, business practices and internet-related issues. Service Provider reserves the right to make any changes to its site security, network security and monitoring, in its sole discretion.

3. SERVICE LEVELS

3.1 Service Availability Commitment

Throughout the term of the Agreement, the Service Provider shall use all reasonable commercial efforts to maintain acceptable service availability.

In this regard:

- (a) Scheduled Maintenance:
During scheduled downtime, the Service Provider reserves the right to take down its server(s) in order to conduct routine maintenance on the Service Provider's Equipment. The Service Provider shall not be liable for the costs or damages incurred by the Engaging Party, if any, as a result of scheduled downtime.

- (b) **Maintenance notification:**
The Engaging Party shall be notified by e-mail 24 hours in advance of any scheduled maintenance.
- (c) **General data center maintenance:**
The Service Provider's data center maintenance hours are Tuesdays and Thursdays from 9 PM to 3 AM EST. The Service Provider reserves the right to change its maintenance hours upon prior notice to the Engaging Party.
- (d) **Service Availability Commitment Process:**
If the Engaging Party opens a help desk ticket with the Service Provider's Help Desk within 5 days of the Engaging Party's failure to access the Service Provider's server during regular business hours and the Service Provider determines, in its reasonable judgment, that the server is unavailable due to a server outage caused solely by those items of the service managed exclusively by the Service Provider, that outage will be used to calculate server unavailability. A server shall be deemed to be unavailable if the server is not responding to specific TCP port requests issued by the Service Provider's monitoring software. The Service Provider's records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance conducted outside the Operating Hours shall not be deemed to constitute server unavailability. Unavailability of the Service Provider's server due to the Engaging Party's application programming, acts of the Engaging Party or its agents, network unavailability outside of the "Service Provider Network" (as hereinafter defined), any other occurrence not within the control of the Service Provider or events of force majeure shall not be deemed to constitute server unavailability for the purposes of this Agreement.

4. ACCEPTABLE USE POLICY ("AUP")

4.1 Principle

This AUP is intended to ensure the integrity, security, reliability and privacy of the Service Provider's network, systems, products and hosting facilities and the data therein contained (the "**Service Provider Network**").

4.2 Illegal Use

The Service Provider Network may only be used for lawful and legal purposes.

4.3 Rights of the Service Provider

The Service Provider reserves the right, upon notice to Engaging Party, to remove or refuse to post material that violates this AUP or to suspend or terminate service provided to the Engaging Party, at its sole discretion.

4.4 Notification

Each Party must immediately notify the other Party of any unauthorized use of an account and/or any breach, or attempted breach, of security known to it. Each Party shall be responsible for ensuring that its network is configured in a secure manner. No party may, through action or inaction, allow others to use its network for illegal activities. The Service Provider takes no responsibility for the security of the communications transmitted at the Engaging Party's facilities.

4.6 Privacy

The Service Provider cooperates fully with federal and provincial enforcement officials. The Service Provider respects the Engaging Party's privacy rights and will not intentionally disclose the Engaging Party's online communications or activities, except (i) to comply with court orders, subpoenas, statutes, regulations, or governmental requests; (ii) to protect the Service Provider or its customers from harm; or (iii) where necessary for the operation of the Service Provider Network. The Service Provider may occasionally and randomly monitor online communications only for mechanical or quality control checks.

4.7 Reporting

Violations of this AUP shall be reported by the Engaging Party in writing:

- Via email to: abuse@primonics.com
- Via standard mail to: Primonics Inc. c/o AUP Abuse
500 Morgan, Suite 100
Baie D'urfé, Quebec
Canada
H9X 3V1

5. THE ENGAGING PARTY'S RESPONSIBILITIES

5.1 Responsibilities

Throughout the term of this Agreement:

- (a) The Engaging Party will designate qualified members of its personnel to act as a liaison between the Engaging Party and the Service Provider and shall immediately advise the Service Provider of such designation(s).
- (b) The Engaging Party will adhere to the AUP, and will require any third party having access to the Service Provider Network to adhere to the AUP.
- (c) The Engaging Party shall be responsible for obtaining, and complying with the license terms of, licenses for all of the Software.
- (d) The Engaging Party shall be solely responsible for the content of any information passing through the Service Provider Network, whether such information belongs to or originates with the Engaging Party or its end users. In this regard, the Engaging Party represents and warrants that such content:
 - (i) does not and will not infringe or violate the rights, including, without limitation, the intellectual property, privacy or publicity rights of any third party; or
 - (ii) is not and will not be illegal.
- (e) The Engaging Party is solely responsible for the contents of its transmissions, and those of third parties accessing the Service Provider Network through the Engaging Party.

- (f) The Engaging Party agrees not to use the Service Provider Network:
 - (i) for illegal purposes; or
 - (ii) to interfere with or disrupt other network users, network services or network equipment. Interference or disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses and the use of the network to make unauthorized entry to any other machine accessible via the Service Provider Network.
- (g) The Engaging Party shall be responsible for the administration of all end-user login names and passwords for the purposes of authenticating and authorizing access by its end-users to the Service Provider Network.
- (h) The Engaging Party shall be responsible for handling all communications with, technical support to, and business relations with, end-users who are affiliated with the Engaging Party, including, without limitation, responding to enquiries and questions.
- (i) The Engaging Party shall provide the Service Provider's representatives with access to the Engaging Party's premises in connection with any maintenance that may be required in respect of the Software, Equipment and Service Provider Network.

6. TERM

The term of this Agreement shall be 12 months, commencing on September 1, 2011, unless terminated earlier in accordance with Section 7 hereof.

7. TERMINATION

7.1 Grounds for Termination

Either party may terminate this Agreement at any time, (1) with or without cause, upon 30 days' prior written notice to the other party; (2) for material breach by the other, upon 10 days' written notice to the breaching party, provided that such breach remains incurred at the expiry of such 10-day period; and (3) immediately, without notice upon, (a) the other party being declared bankrupt by final judgment; (b) the other party making an assignment for the benefit of its creditors; or (c) dissolution of the other party.

7.2 Effects of termination

Neither party shall have any liability to the other for any claims arising out of the termination of this Agreement in accordance with Section 7.1 above, including, without limitation, for compensation, reimbursement or damages for the loss of prospective profits, anticipated sales or goodwill. Notwithstanding the foregoing, termination shall not extinguish any liability of either party arising before such termination, including, without limitation, for the payment of any outstanding amount due hereunder. Sections 12 to 16, 18 and 23 shall survive any expiration or termination of this Agreement.

8. COMPENSATION

8.1 Compensation

The Engaging Party hereby agrees to pay for the services to be provided by the Service Provider hereunder in accordance with Schedule A hereof.

8.2 Invoicing

The Service Provider shall forward an invoice to the Engaging Party monthly, for receipt by the Engaging Party on or before the first of the month, covering all sums payable to the Service Provider for services performed hereunder during the month for which the invoice is prepared, including all applicable taxes. All such invoices shall be for amounts computed on the basis of agreed rates as set out in Schedule A and, where applicable, shall include all reimbursable expenses (credits) for the month for which the invoice is prepared. Invoices shall be prepared in duplicate.

8.3 Payment

Within ten (10) days of receipt of the invoice, the Engaging Party shall pay all invoiced amounts plus or minus any adjustments made as mutually agreed upon. In the event that any invoiced amounts are disputed by the Engaging Party, such dispute does not give the Engaging Party any rights to withhold payment of undisputed amounts. Interest on overdue amounts shall be paid at the rate of ten percent (10%) per annum, compounded semi-annually.

9. CHANGES IN THE SERVICES

The Engaging Party may, at any time, order additions, deletions, or revisions to the Services set forth in a particular Engagement Letter by means of a written notice (a "Change Order"). Upon receipt of a Change Order, the Service Provider shall proceed to perform the Services, as revised, under the conditions set forth in this Agreement. If any Change Order causes an increase or decrease in the volume, scope or price of the Services to be performed or a change in the scheduled completion date, an equitable adjustment will be made. To the extent that the effect of the Change Order can be projected, the Service Provider shall provide the Engaging Party with an estimate of the increase or decrease in resources within five (5) business days of receipt of the Change Order and the Engaging Party shall then have five (5) business days, after receipt of the estimates, to advise the Service Provider in writing if it wishes to proceed with the Changed Order.

10. RELATIONSHIP OF THE SERVICE PROVIDER AND ITS EMPLOYEE(S) TO THE ENGAGING PARTY

Each of the Service Provider's employees provided to the Engaging Party to render services hereunder shall remain, at all times, in the employ of the Service Provider and shall not be deemed an employee of the Engaging Party for any purpose whatsoever, including, without limitation, for the purposes of the application of any federal or provincial employment standards, health and safety, insurance, old age benefits, or social insurance laws, or any worker's compensation laws. The Service Provider agrees to assume all liabilities and obligations imposed by any one or more of such laws with respect to itself and its employees in the performance of this Agreement. The Service Provider agrees to be responsible for the withholding, collection or payment of all income taxes, unemployment insurance, or any other tax

liability of any kind or nature arising in respect of its employees or any amounts paid to it pursuant to this Agreement.

The Service Provider and Engaging Party are independent parties and nothing herein shall create or shall be deemed to create any joint venture, partnership or other similar relationship. Neither party shall have any authority to assume or create any obligation, expressed or implied, on behalf of the other, and neither party shall have the right to represent itself as agent for the other or as acting for the other in any other capacity, other than as set forth herein.

11. WARRANTY

The Service Provider warrants that the services provided by it as contemplated in and by this Agreement will be performed in a good and workmanlike manner, in strict conformity with the terms of this Agreement and that the services will be of a quality conforming to standards generally accepted in the field. The Service Provider further warrants that agents(s) and/or employee(s) utilized by it in the performance of the its obligations under this Agreement will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, the Service Provider undertakes to correct such errors or omissions within a reasonable time period.

12. CONFIDENTIAL INFORMATION

The Service Provider shall use reasonable efforts to keep confidential, and to cause its agent(s) and agent employees to keep confidential, any proprietary information of the Engaging Party and its Subsidiaries, suppliers, customers and employees (the "**Confidential Information**"), which the Engaging Party may furnish to the Service Provider or its agent(s) and/or employee(s) pursuant to this Agreement, and all materials prepared by the Service Provider based on such items. Throughout the term of this Agreement and for a 3-year period thereafter, the Service Provider shall use reasonable efforts to keep, and to cause its agent(s) and employee(s) to keep, the Confidential Information strictly confidential and shall use or cause the Confidential Information to be used solely for the purposes contemplated in this Agreement. The Service Provider shall not, and shall cause its agent(s) and/or employee(s) not to disclose, transfer or otherwise make available the Confidential Information to any third party for any reason except as authorized in writing by the Engaging Party. The Service Provider shall disclose and shall cause its agent(s) and/or employee(s) to disclose such Confidential Information to only such agent(s) and/or employee(s) who have a need to know and who agree to be bound by the obligations set forth herein. The Service Provider hereby waives any right it may have at law to withhold any Confidential Information or any data of the Engaging Party, its subsidiaries, suppliers, customers or employees.

Upon the termination of this Agreement, or at any time upon request of the Engaging Party, all Confidential Information (including but not limited to written materials) furnished by the Engaging Party, and any copies thereof, and all draft and final reports produced by the Service Provider or its agent(s) and/or employee(s) hereunder, which shall be considered Confidential Information of the Engaging Party under this Section, shall be immediately delivered and returned to the Engaging Party. The Service Provider shall certify in writing to Engaging Party that all such

Confidential Information, copies thereof and reports have been delivered and returned to the Engaging Party.

13. INDEMNIFICATION

The Service Provider hereby undertakes to indemnify, defend and hold harmless the Engaging Party, its agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings and costs (including reasonable legal fees and expenses) of whatsoever kind and nature, imposed on, incurred by or asserted against the Engaging Party, its agents or employees, arising out of or in connection with the performance or non-performance of this Agreement or the services under this Agreement or breach of any warranty contained herein.

The Engaging Party hereby undertakes to indemnify, defend and hold harmless the Service Provider, its agents and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings and costs (including reasonable legal fees and expenses) of whatsoever kind and nature, imposed on, incurred by or asserted against the Service Provider, its agents or employees, arising out of or in connection with the performance or non-performance of this Agreement or the services under this Agreement or breach of any warranty contained herein.

14. DISCLAIMER AND LIMITATION OF LIABILITY

Except as set forth in Sections 12, 15 or 18, under no circumstances shall the Service Provider be liable to the Engaging Party or any other person for indirect damages, or for loss of goodwill or profits, work stoppage, data loss, computer failure or malfunction, or for exemplary or punitive damages. Except as set forth in Sections 12, 15 or 18 and as otherwise limited by applicable law, the liability for damages caused by the Service Provider's fault or negligence, including that of its agents and subcontractors, in the execution of its obligations stated herein, or in any way resulting therefrom, is limited to a maximum amount which shall be equivalent to the compensation amount stated in this Agreement. The parties agree that the foregoing is stipulated as a liquidated damages clause and not as a penalty.

15. INFRINGEMENT; INVENTIONS

The Service Provider warrants that in the course of performing services under this Agreement, neither it nor its agent(s) and/or employee(s) will violate or infringe any proprietary rights of a third party, including without limitation, confidential relationships, trade secret, patent, trademark or copyright rights.

16. ASSUMPTION OF RISK

The Service Provider assumes all risk of property loss or damage to its property and of personal injury or death to its agent(s) and/or employee(s), except to the extent caused or contributed by the negligence of the Engaging Party, or its agents and/or employees, which may be sustained by the Service Provider or its agent(s) and/or employee(s) as a result of or arising in connection with performing services under this Agreement.

17. SUBCONTRACTING OR ASSIGNMENT BY THE SERVICE PROVIDER

The Service Provider may subcontract or assign any portion of the services to be rendered under this Agreement.

18. COMPLIANCE WITH STATUTES AND REGULATIONS

The Service Provider warrants and represents that in the performance of its obligations under this Agreement, it will comply with all applicable statutes, rules, regulations and orders of Canada, and of any Province or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment.

19. FORCE MAJEURE

Neither party will be liable for any failure or delay in performance of any non-pecuniary obligation under this Agreement if such failure or delay is due, in whole or in part, directly or indirectly, to any contingency, delay, failure or cause of any nature beyond the reasonable control of such party, including, without limitation, acts of nature, court or government, labor unrest, such as strikes, slowdowns, boycotts or picketing, provided that the party so affected shall use commercially reasonable efforts to expeditiously remove such cause of non-performance.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all other oral and written agreements or understanding between them. No modification or addition hereto or waiver or cancellation of any provision hereof shall be valid except by a writing signed by the parties hereto. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear on any invoice or other document furnished by the Service Provider to the Engaging Party.

21. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

22. SERVICE PROVIDER PROVIDING SIMILAR SERVICES

The Engaging Party understands and agrees that the Service Provider is in the business of providing the type of services contemplated in and by this Agreement to third parties. In this regard, the Engaging Party agrees that the Service Provider, its employees and agents shall be free to use and employ their general skills, know-how and expertise and to use, disclose and employ any generalized ideas, concepts, know-how, methods and techniques and skills gained or learned during the course of any services performed hereunder, subject to its obligations respecting the Confidential Information pursuant to Section 12. The Engaging Party understands and agrees that the Service Provider may provide similar services to third parties using the same personnel that the Service Provider utilizes for rendering the services contemplated hereunder, subject to its obligations respecting the Confidential

PRIMONICS

500 Morgan, suite 100, Baie d'Urfe, Quebec, Canada, H9X 3V1
Tél: (514) 694-4866 Fax: (514) 694-4280

Information pursuant to Section 12 of this Agreement and its other obligations under this Agreement.

23. GOVERNING LAW

This Agreement is deemed to be made under, and shall be governed and construed according to the laws of the Province of Quebec and the federal laws of Canada applicable therein without reference to its choice of laws rules. Any dispute arising from or in connection with this Agreement and which cannot be amicably settled between the parties hereto shall be submitted to the exclusive jurisdiction of the courts of the province of Québec, district of Montreal, Quebec.

24. NOTICES

Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and delivered by hand, or delivered by postage prepaid, registered or certified mail, and addressed to the other Party at the address first set forth above or such other address as has been established by notice provided under this Section. Each such notice shall be deemed to be received, in the case of hand delivery, on the date of such delivery, and, in the case of mailing, on the fifth (5th) day after its mailing.

25. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

26. NON SOLICITATION OF EMPLOYEES

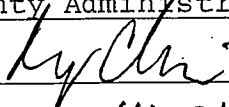
Each party agrees throughout the term of this Agreement, and for a period of one year thereafter, not to solicit or attempt to induce any employee of the other party or its sub-contractors to leave the employment of such other party or the sub-contractor.

27. LANGUAGE

The parties acknowledge having required that this Agreement be drawn up in English.

Les parties reconnaissent avoir exigé que cette Convention soit rédigée en anglais.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

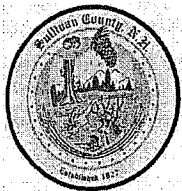
| | |
|--|----------------------------------|
| Customer: | For Primonics (2006) Inc. |
| Printed name: Greg Chanis | Printed name: |
| Title: County Administrator | Title: |
| Signature:  | Signature: |
| Dated: 11/15/11 | Dated: |

PRIMONICS

500 Morgan, suite 100, Baie d'Urfe, Quebec, Canada, H9X 3V1
Tél: (514) 694-4866 Fax: (514) 694-4280

SCHEDULE A

| Sales Invoice | | | | |
|--|----------|--|-----------------------------------|--------------|
| Customer Sullivan County DOC | | | Date: September 1, 2011 | |
| Item | Quantity | Description | Unit Price | June 1, 2011 |
| tvchost-1 | 11 | TeleCorrections Application Hosting TeleCorrections application software hosted in Primonics' datacenter with: * Televisit scheduler * Televisit module * Inmate information kiosk module * Telechat module * Televisit Client software (Windows XP, Vista, 7) Licenses included in the hosting * 11 terminal licenses (additional licenses @ \$300/year/terminal) * 10 user licenses (additional licenses @ \$325/year/user) | \$ 300 | \$ 3,300 |
| | | Total | | \$ 3,300 |
| US funds | | | | |
| Not included in pricing: taxes, duty, shipping, installation, required cabling, permitting or interface costs to third-party applications. | | | | |



Sullivan County Department of Corrections
103 County Farm Rd
Claremont, NH 03743

Intra-Department Memorandum

From: Corporal M. Lockhart
Subject: Daily Report
To: Superintendent Ross L. Cunningham

Date: November 15, 2011
At: Classification Department

POPULATION DATA:

| House of Corrections | Pre-Trial Inmates | Protective Custody |
|----------------------|-------------------|--------------------|
| Male – 43 | Male – 29 | Male – 0 |
| Female – 12 | Female – 4 | Female – 0 |

Total In-House Population: 88

In-House Population on 11/15/2010 – 94

Unit Breakdown (included in the above count):

| | | |
|-------------|-----------------------|-------------------------|
| Unit 1 – 26 | Male Flex – 9 | Female Flex – 5 |
| Unit 2 – 6 | Male Treatment – 7 | Female Treatment – 3 |
| Unit 3 – 18 | Male Work Release – 6 | Female Work Release – 2 |
| OBS – 2 | | |

Jail Total: 52

CCC Total: 36

CENSUS DATA:

| Home Confinement/EM | Hillsborough Cty | Merrimack Cty | Grafton Cty |
|---------------------|------------------|---------------|-------------|
| Male – 5 | Male – 3 | Male – 0 | Male – 2 |
| Female – 3 | Female – 0 | Female – 1 | Female – 0 |
| Carrol Cty | NHSP/SPU | | |
| Male – 1 | Male – 11 | | |
| Female – 0 | Female – 0 | | |

Total Census Population: 114

Census Population on 11/15/2010 – 120

Individuals Housed at SCDoc for other Facilities:

1 Male from NHSP

Individuals seen by P&P prior to release:

Males – 0

Females – 0

Pending

Pre-Trial Services Program – Total: 22

Male – 17
Female – 5

Dear Friends,

We would like to extend an invitation for you to join the students of Dartmouth College's WGST 66 "Telling Stories for Social Change" along with the male inmates of Sullivan County House of Corrections, for a collaborative and original end of term performance.

This community-based learning course, taught by Pati Hernandez, offers students the unique opportunity to study our increasingly elusive, ever-growing incarceration system from two distinct perspectives, theoretical and practical. Students have focused on the issues prisoners face both inside and outside prison; incarceration, rehabilitation, and transition, while simultaneously exploring facilitation with critical analysis and self-reflection on the effectiveness of community-based learning and performance in rehabilitation. We would like you to join us in the culmination of this course – the creation and performance of an original production that focus on the voices of inmates.

The performance is scheduled for **Friday, November 18th** at 6 pm and **Saturday, November 19th** at 1 pm, located at the SCHC in Unity, NH.

If you would like to participate, please provide the names of those attending as well as which performance you are requesting, to: Nell Pierce (our TA) at **tmsperform@gmail.com** by **Monday, November 14th**. Once the e-mail has been processed, she will send a confirmation e-mail. (Please note that your name must be on the list as having confirmed your attendance in order for you to be admitted. Due to the limited number of seats, please only sign up if you are positive you can attend. First come, first serve.)

We hope to have a school bus to transport people to and from the prison, though please let us know if you need a ride or are able to give rides.

If you are able to join us...

- Please arrive at the facility at 5:30 pm so you have time to check in and find a seat (it is 1 hour from Dartmouth, so we can meet as a group on campus beforehand – details to come).
- Bring only a photo ID and car keys, leave everything else in your car i.e. cell phone, purse, etc.
- Please abstain from chewing gum and wearing revealing clothing.

Directions: Head west on New Hampshire 10A W/W Wheelock St toward Mass Row Continue to follow W Wheelock St Entering Vermont. Continue onto Trescott Rd/Vermont 10A W. Turn right to merge onto I-91 S. Take exit 8 for VT-131 toward VT-12/US-5/Ascutney/Windsor. Continue onto VT-12 S Entering New Hampshire. Continue straight onto NH-12 S/Main St/Old Bridge Rd Continue to follow NH-12 S. Turn right at Broad St/Tremont St Continue to follow Broad St. Slight left at Chestnut St. Continue onto Chestnut St Exn. Continue onto 2nd New Hampshire Turnpike. Continue onto County Farm Rd. Arrive at Sullivan County Jail House.

Address:

Sullivan County House of Corrections
103 County Farm Road
Claremont, NH 03743-7302
Tel: (603) 542 8717

We hope to see many of you at the performance,

Pati Hernandez

"Nobody knows nothing. Nobody knows everything"

-Paulo Freire

"Democracy has to be born anew every generation, and education is its midwife."

-John Dewey

Sharon Callum

From: Donna Lane CDBG <donnalaneecdbg@roadrunner.com>
Sent: Saturday, November 05, 2011 4:43 PM
To: Sharon Callum
Subject: CDBG
Attachments: Code...Sullivan County.doc

CDBG requires the adoption of a Code of Ethics (in dealing with CDBG funds), and a Financial Management Plan. The Financial Plan describes how the CDBG funds will be handled. You can change the part after ***** anyway you want. I wrote it pretty generic and flexible, so it is fine the way it is, unless you prefer something else.

These need to be adopted by the Board. (not urgent)

Thanks.

**SULLIVAN COUNTY
CODE OF ETHICS FOR CDBG ADMINISTRATION**

Introduction: Consistent with provisions of State law and Federal management standards, Sullivan County has adopted the following code of ethical conduct for public officials, employees and/or affected contractors. The policies and principals described below are intended to cover all aspects of the CDBG program, whether specifically cited or otherwise.

Adoption: This Code of Ethics was adopted by the governing body of Sullivan County.

Provisions:

1. Goods and services shall be procured in a manner which maximizes free and open competition
2. Officers and employees shall not participate in any decision concerning matters in which they have a financial interest.
3. Conflicts of interest, or the appearance of such shall be avoided in order to assure public confidence in the operations of government.
4. Every effort will be made to actively recruit women/minority-owned businesses and to provide opportunities for local residents and businesses, consistent with Section 3 of the Housing and Urban Development Act of 1968.
5. All procurement actions shall be conducted in public and all record thereto will be open to public review.

Adopted by the County of Sullivan, NH – Board of Commissioners on: November 15th, 2011.

Signed: Bennie Nelson
Bennie Nelson, Chair

Jeffrey Barrette
Jeffrey Barrette, Vice Chair

John M. Callum, Jr.
John M. Callum, Jr. Clerk

SULLIVAN COUNTY FINANCIAL MANAGEMENT PLAN CDBG PROJECT

State, Local Procedures Apply: Except where inconsistent with federal requirements, state procedures and practices will apply to CDBG funds disbursed by the Community Development Finance Authority (CDFA). Local procedures and practices will apply to funds disbursed by units of local government.

Cash Advances: Cash advances to Sullivan County shall be approved only to the extent necessary to satisfy the actual, immediate cash requirements of Sullivan County in carrying out the purpose of the approved CDBG program or project. The timing and the amount of cash advances shall be as close as is administratively feasible to actual disbursements by Sullivan County for direct program costs and proportionate share of any allowable indirect cost. Cash advances made by the Grantee (Sullivan County) to subgrantees shall conform to the same standards of timing and amount as apply to advances to Grantee including the furnishing of reports of cash disbursements and balances.

Fiscal Control: Sullivan County will establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by subgrantees and contractors as well as to funds disbursed in direct operations of Sullivan County. Sullivan County shall be required to maintain a financial management system which complies with Attachment G of A-102, "Standards for Grantee Financial Management Systems" or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's CDBG Implementation Guide.

Requests for payment will be prepared by Grant Administrator based on actual invoices and/or estimated administrative expenses, invoices will be attached. Requests for Payment will be signed by the County Administrator and/or Commissioners.

Grant funds received will be deposited by the Treasurer or Financial Manager into a separate, non-interest bearing CDBG account, or the funds will reimburse the County if the County has expended the funds.

The fund disbursement will be approved by the Commissioners. Checks will be prepared by the finance department and signed by the Treasurer.

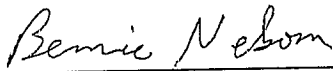
Records of all project financial transactions will be prepared by the Grant Administrator and submitted to the Treasurer or Financial Manager. The Treasurer or Financial

Manager will maintain account checkbook and reconcile with account bank statements, if applicable.

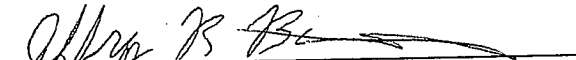

The Grant Administrator will prepare matching funds financial record, if applicable.

Adopted by the County of Sullivan, NH Board of Commissioners on: November 15th, 2011.

Signed:



Bennie Nelson, Chair


Jeffrey Barrette, Vice Chair
John M. Callum Jr., Clerk

MEMORANDUM OF UNDERSTANDING

New Hampshire Administrative Office of the Courts
And
County of Sullivan, NH

Objective: The objective of the New Hampshire Judicial Branch video conferencing project is to provide all New Hampshire Courts and all state and county correctional facilities with internet-based video conferencing systems in order to minimize the number of detainee transports for court hearings, thereby reducing the cost of prisoner transportation and custody, and making the state courthouses more secure. Funding for this project is provided from a capital appropriation authorized in the Laws of 2011, Chapter 253.

Duration of Memorandum of Understanding: This Memorandum of Understanding (MOU) will commence on the date of execution and shall remain in effect until this MOU is cancelled by the parties in accordance with the terms set herein.

General Provisions: Each party to this MOU shall fulfill its responsibilities under this MOU in accordance with the provision of laws and court rules which govern their activities. If at any time either party is unable to fulfill its obligations under this agreement, the other party may immediately provide written notice to the party who is unable to perform to establish a date for mutual resolution of the issue up to and including forfeiture and return of the video conferencing system to the Administrative Office of the Courts (AOC.)

The AOC shall retain ownership of all video conferencing equipment it purchases with funds appropriated to it by the Legislature and shall permit the County to house and use that equipment under the terms of this MOU.

Responsibilities of the Parties under the Agreement:

The AOC shall:

- a. With a capital appropriation from the Legislature of the State of New Hampshire, conduct a competitive bid process, vendor selection, and purchase of CISCO video conferencing systems;
- b. Coordinate with the appropriate County contact person, DOC Superintendent Ross L. Cunningham, and the vendor to schedule delivery, installation, training, and testing of the equipment;
- c. Pay for maintenance of the videoconferencing equipment for 12 months following installation; and

- d. Provide a written protocol for the conduct of a video conference hearing.

The County shall:

- a. Provide at least 768K of broadband internet bandwidth capacity dedicated to the video conferencing system, at county expense;
- b. Be responsible for internet service installation costs at the House of Corrections;
- c. Coordinate with the AOC representative and the vendor to schedule delivery, installation, training, and testing of the equipment;
- d. Use the video conferencing system to reduce transportation of detained individuals for court hearings; and
- e. Maintain the equipment in ready-to-use condition and obtain a manufacturer-supplied licensing, support, and maintenance agreement for all videoconferencing equipment including monitors, at county expense. Licensing, support, and maintenance rates were negotiated in the course of a competitive bidding process initiated by the AOC. The AOC will pay these costs for the first twelve months following installation; the county will bear these costs thereafter.

The undersigned parties bind themselves to the faithful performance under this MOU.

Administrative Office of the Courts

11/15/11
Date

County of Sullivan, NH

Bennie Nelson

Bennie Nelson, Chair

Jeffrey Barrette, Chair

John M. Callum Jr., Clerk

Board of Commissioners

Date: 11/15/2011

Sullivan County Commission on Wellness

Membership Proposal Overview

Presented by Communities United Regional Network

Overview of Commission

Goal:

- The Commission's goal is to design a system to engage members of our communities in a coordinated effort that continually improves community health.

Overview of Expectations:

- Attend approximately 3 meetings between December 1st, 2011 and May 1st, 2012 to assist with:
 - Designing the overview of the project,
 - Establishing a list of key collaborative efforts & community stakeholders within the community,
 - Reviewing data from community focus groups
 - Finalizing the data and forming community recommendations to include ongoing health initiatives, collaborations, and current and future resources.
- Actively respond via email at various times between December 1st, 2011 and May 1st, 2012 to:
 - A short survey,
 - Additional follow-up questions from the meetings
 - Forward information to Sullivan County contacts to engage a larger portion of the community throughout the process.

Qualities for Commission Membership

- Individual or Organization has an established presence in the Sullivan County community.
- Individual or Organization is connected to and working with the Sullivan County community.
- Individual or Organization has a history of collaborating with other organizations, individuals, or collaborative efforts within the Sullivan County community.
- Individuals and Organizations from an array of sectors, backgrounds, and populations served.

Proposed Membership Overview

